

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
		GS-02P--09-DT-C-0018	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	Jan 11, 2010	1 70
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT PLAN	
GS-02P-09-DT-C-0018					
7. ISSUED BY		CODE	8. ADDRESS OFFER TO		
PROJECT ACQUISITION BRANCH		2PCB	99000129		
GSA, PUBLIC BUILDINGS SERVICES (2PCB)		PETER RODINO FB			
26 FEDERAL PLAZA RM 1639		PETER W. RODINO JR. FB			
NEW YORK NY 10278		970 BROAD ST.			
		NEWARK NJ 07102			
9. FOR INFORMATION CALL:		a. NAME		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	
		Brian Burns		212-264-9926 brian.burns@gsa.gov	

SOLICITATION

NOTE: in sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See Attached

11. The Contractor shall begin performance _____ 1 _____ calendar days and complete it within 1699 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 15
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ 4 _____ copies to perform the work required are due at the place specified in Item 8 by <u>3:00 PM ET</u> (hour) local time <u>MAR 03, 2010</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by	
d. Offers providing less than _____ 0 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

TOCCI/DRISCOLL
660 MAIN STREET
WOBBURN MA 01801-8407

TIN:

CAGE: (b) (4)
DUNS:962036765

15. TELEPHONE NO. (Include area code)

(b) (4)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE (b) (4)

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.	001	002	003	004	005	006				
DATE.	1/26/10	1/29/10	2/4/10	2/12/10	2/17/10	2/18/10				

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

(b) (6) - Tocchi Building Project

20. SIGNATURE

(b) (6) (b) (6)

20c. OFFER DATE

4/1/10

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

See Schedule

22. AMOUNT

\$107,739,834.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

2PCB

27. PAYMENT WILL BE MADE BY

BCFA

PROJECT ACQUISITION BRANCH
GSA, PUBLIC BUILDINGS SERVICES (2PCB)
26 FEDERAL PLAZA RM 1639
NEW YORK NY 10278

PBS PAYMENTS BRANCH
P.O. BOX 17181
FORT WORTH TX 76102-0181

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer

on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

31a. NAME OF CONTRACTING OFFICER (Type or print)

Brian Burns
brian.burns@gsa.gov

30b. SIGNATURE

30c. DATE

(b) (6)

30c. DATE

Mar 31, 2010

EV. 4-86) BACK

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: PN0B00534.2010.4420.02.PG03.P0240001.954.PG211.VNJ00005.NJ0108ZZ.153. Cost Applied: (b) (4)				
	PN0B00534.2010.4420.02.PG03.P0240001.954.PG413.VNJ00005.NJ0108ZZ.153. Cost Applied: (b) (4)				
	PN0B00534.2010.4420.02.PG03.P0240001.954.PGH12.VNJ00005.NJ0108ZZ.153. Cost Applied: (b) (4)				
	PN0B00534.2010.4420.02.PG03.P0240001.954.PGH71.VNJ00005.NJ0108ZZ.153. Cost Applied: (b) (4)				
	PN0B00534.2010.4420.02.PG03.P0240001.954.PGH72.VNJ00005.NJ0108ZZ.153. Cost Applied: (b) (4)				
0001	Base Scope Offer BASE SCOPE OFFER CONSISTS OF THE FOLLOWING: Package 1 Construction Cost Package 2 Construction Cost MEP seismic bracing on out-of-scope floors (allowance 12) Back boxes and conduit for Interior Tenant and First Floor Loggia security hardware (Allowance 13) Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0002	Tenant work option CIS 1 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0003	Tenant work option CIS 2 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0004	Tenant work option OPLA 1 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0005	Tenant work option OPLA 2 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0006	Tenant work option EOIR 1 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0007	Tenant work option EOIR 2 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0008	Tenant work options EOIR 3 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0009	Tenant work option Holding 1 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0010	Tenant work option USAO 1 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0011	Tenant work option USAO2 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0012	Tenant work option USAO 3 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0013	Tenant work option USAO 4 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0014	Tenant work option USAO 5 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0015	Tenant work option USAO 6 (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4) OPT
0016	Tenant work option USAO 7 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0017	Base Building Option Option 1.A (add)	1.00	LS	(b) (4)	(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0018	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Options Option 1.B	1.00	LS	(b) (4)	(b) (4)
0019	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 2 (add)	1.00	LS	(b) (4)	(b) (4)
0020	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 3 (add)	1.00	LS	(b) (4)	(b) (4)
0021	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 4 (add)	1.00	LS	(b) (4)	(b) (4)
0022	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 5.A (deduct)	1.00	LS	(b) (4)	(b) (4) OPT
0023	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 5.B (add)	1.00	LS	(b) (4)	(b) (4)
0024	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 6.A (deduct)	1.00	LS	(b) (4)	(b) (4) OPT
0025	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 6.B (add)	1.00	LS	(b) (4)	(b) (4)
0026	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 8 (add)	1.00	LS	(b) (4)	(b) (4) OPT
0027	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 9 (add)	1.00	LS	(b) (4)	(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0028	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 10 (add)	1.00	LS	(b) (4)	(b) (4)
0029	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 11 (add)	1.00	LS	(b) (4)	(b) (4)
0030	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 12.A (add)	1.00	LS	(b) (4)	(b) (4)
0031	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 12.B (add)	1.00	LS	(b) (4)	(b) (4)
0032	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 12.C (add)	1.00	LS	(b) (4)	(b) (4)
0033	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 12.D (add)	1.00	LS	(b) (4)	(b) (4)
0034	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 12.E (add)	1.00	LS	(b) (4)	(b) (4) OPT
0035	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Options Option 13.A (add)	1.00	LS	(b) (4)	(b) (4)
0036	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 13.B (add)	1.00	LS	(b) (4)	(b) (4)
0037	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 14.A (add)	1.00	LS	(b) (4)	(b) (4)
	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0038	Base Building Option Option 14.B (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0039	Base Building Option Option 15 (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0040	Base Building Option Option 16 (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0041	Base Building Option Option 17.A (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0042	Base Building Option Option 17.B (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0043	Base Building Option Option 17.C (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0044	Base Building Option Option 17.D (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0045	Base Building Option Option 17.E (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0046	Base Building Option Option 17.G (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0047	Base Building Option Option 17.H (add) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)
0048	Base Building Option Option 17.I (add)	1.00	LS	(b) (4)	(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0049	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 17.J (add)	1.00	LS	(b) (4)	(b) (4)
0050	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 18.A (add) (b) (4)	1.00	LS	(b) (4)	(b) (4)
0051	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 18.B (add) (b) (4)	1.00	LS	(b) (4)	(b) (4)
0052	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 18.C (add) (b) (4)	1.00	LS	(b) (1) (A)	(b) (4)
0053	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 19.A (add) (b) (4)	1.00	LS	(b) (4)	(b) (4)
0054	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 19.B (add) (b) (4)	1.00	LS	(b) (4)	(b) (4)
0055	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 20 (deduct)	1.00	LS	(b) (4)	OPT (b) (4)
0056	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option Option 21 (deduct)	1.00	LS	(b) (4)	OPT (b) (4)
	Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0057	Option 22 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0058	Option 23 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0059	Option 24 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0060	Option 25 (deduct) Period of Performance: 03/21/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0061	Option 26 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	(b) (4)
0062	Option 27 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0063	Option 28 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0064	Option 29 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Building Option	1.00	LS	(b) (4)	OPT (b) (4)
0065	Option 30 (deduct) Period of Performance: 03/31/2010 to 09/28/2010 Pricing Option: Firm-Fixed-Price Base Scope Offer - DESIGN	1.00	LS	(b) (4)	OPT (b) (4)
0066	Package 1 Design Cost Pricing Option: Firm-Fixed-Price	1.00	LS	(b) (4)	(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$

OPTION/UNIT PRICE/ALLOWANCE TABLE						
SEE SPECIFICATION SECTION 012200 - UNIT PRICES, SECTION - 012100 - ALLOWANCES, AND SECTION 012300 - OPTIONS FOR ADDITIONAL INFORMATION						
Allow No.	Op.No.	Description	Unit of Measure	Unit Price	Estimated Total Units - Project	Evaluated Price/ Allowance
1	4	Occupancy sensors for non-scope floors	each	\$ (b) (4)	(b) (4)	(b) (4)
2	5.B	Metalux 1x4 light fixtures for non-scope floors	each	\$ (b) (4)	(b) (4)	(b) (4)
3	9	Modify existing constant volume AHU's and return fans on the out-of-scope floors (1, 3, 7, 8, 10, and 15) with new variable speed controls and install VAV boxes on the existing ductwork serving these systems				
		VAV box	each	\$ (b) (4)	(b) (4)	(b) (4)
		Return air fan	each	\$ (b) (4)	(b) (4)	(b) (4)
		AHU	each	\$ (b) (4)	(b) (4)	(b) (4)
Total Option 9, Allowance 3						\$
4	10	Fan Coil Units (FCU) for non-scope floors	each	\$ (b) (4)	(b) (4)	(b) (4)
5	14.A	Removal of existing perimeter firestopping and installation of new firestopping at non-scope floors	M	\$ (b) (4)	(b) (4)	(b) (4)
6	14.B	Repair finishes in connection with Opt 14.A	M	\$ (b) (4)	(b) (4)	(b) (4)
7	18.A	Precast panel large crack repair	M	\$ (b) (4)	(b) (4)	(b) (4)
8	18.B	Precast panel spall repair	M ²	\$ (b) (4)	(b) (4)	(b) (4)
9	18.C	Panel repair at previous repair	M ²	\$ (b) (4)	(b) (4)	(b) (4)
10	19.A	Floor tile and mastic abatement in excess of abatement in base scope	M ²	\$ (b) (4)	(b) (4)	(b) (4)
11	19.B	Pipe insulation abatement in excess of abatement in base scope	M	\$ (b) (4)	(b) (4)	(b) (4)
12	---	See 1.01.C for Allowance 12 included in Base Contract - Seismic bracing of Mechanical and Plumbing systems above suspended ceilings on non-scope floors			Allow	
13	---	See 1.01.C for Allowance 13 included in Base Contract - Back boxes and conduit for interior tenant and first floor loggia security hardware.			Allow	

The GSA reserves the right to exercise any or all of the options within 180 days from award for the price(s) listed in this offer. For any deduct option that is exercised at the time of award, the GSA reserves the right to reinstate the work described in the deduct option at the same price in the Offer within 180 days of the award.

ARRA Bridging Design/Build Renovations
Peter W. Rodino Federal Building
970 Broad Street, Newark, New Jersey

GS02P09DTC0018



U.S. General Services Administration

CONTRACT NUMBER:	GS02P09DTC0018
ADN NUMBER:	PN0B00534
DESCRIPTION:	ARRA Bridging Design/Build Renovations Peter W. Rodino Federal Building 970 Broad Street Newark, New Jersey 07102

VOLUME I: CONTRACT

- All sections in this document
- Amendments 1-6 - Acknowledged on SF 1442 offer
- Small Business Subcontracting Plan

VOLUME II: BRIDGING DESIGN DOCUMENTS

Volume II was provided on a disk (RODINO FOB) and contains the following:

- Drawings, Packages 1 and 2
- Specifications, Volumes 1 to 4
- Owners Program Requirements (OPR)



ARRA Bridging Design/Build Renovations
 Peter W. Rodino Federal Building
 970 Broad Street, Newark, New Jersey

GS02P09DTC0018

CONSTRUCTION CONTRACT CLAUSES

1. FAR 52.252.2 Clauses Incorporated by Reference (02-98) This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and www.arnet.gov/GSAM/gsam.html.

The following clauses are incorporated by reference:

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO. AND TITLE</u>
GENERAL	FAR 52.202-1	2. Definitions (07-04)
	GSAR 552.236-70	3. Definitions (04-84)
	GSAR 552.236-71	4. Authorities and Limitations (04-84)
	GSAR 552.203-71	5. Restriction on Advertising (09-99)
	GSAR 552.252-6	6. Authorized Deviations in Clauses (Deviation FAR 52.252-6) (09-99)
	GSAR 552.236-72	7. Specialist (04-84)
	GSAR 552.236-82	8. Subcontracts (04-84)
	GSAR 552.211-71	9. Standard References (09-99)
	FAR 52.236-8	10. Other Contracts (04-84)
	FAR 52.225-14	11. Inconsistency Between English Version and Translation of Contract
	FAR 52.236-7	12. Permits and Responsibilities (11-91)
	FAR 52.253-1	13. Computer Generated Forms (01-91)
	FAR 52.204-4	14. Printed or Copied Double sided on Recycled Paper (08-00)
	FAR 52.214-34	15. Submission of Offers in the English Language (04-91)
	FAR 52.214-35	16. Submission of Offers in U.S. Currency (04-91)
	FAR 52.204-7	17. Central Contractor Registration (04-08)
STANDARDS OF CONDUCT	FAR 52.203-3	18. Gratuities (04-84)
	FAR 52.203-5	19. Covenant Against Contingent Fees (04-84)
	FAR 52.203-7	20. Anti-Kickback Procedures (07-95)
	FAR 52.203-8	21. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (01-97)
	FAR 52.203-10	22. Price or Fee Adjustment for Illegal or Improper Activity (01-97)
	FAR 52.203-12	23. Limitation on Payments to Influence Certain Federal Transactions
	FAR 52.203-13	24. Contractor Code of Business Ethics and Conduct (12-08)

ARRA Bridging Design/Build Renovations
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BONDS AND INSURANCE	FAR 52.228-1	25. Bid Guarantee (09-96)
	FAR 52.228-2	26. Additional Bond Security (10-97)
	FAR 52.228-11	27. Pledges of Assets (09-09)
	FAR 52.228-12	28. Prospective Subcontractor Requests for Bonds (10-95)
	FAR 52.228-14	29. Irrevocable Letter of Credit (12-99)
	FAR 52.228-15	30. Performance and Payment Bonds - Construction (11-06)
	FAR 52.228-5	31. Insurance - Work on a Government Installation (01-97)
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	FAR 52.236-2	33. Differing Site Conditions (04-84)
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	GSAR 552.236-78	38. Shop Drawings, Coordination Drawings, and Schedules (09-99)
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	FAR 52.236-5	42. Material and Workmanship (04-84)
	GSAR 552.236-79	43. Samples (04-84)
	FAR 52.236-17	44. Layout of Work (04-84)
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	GSAR 552.236-75	46. Use of Premises (04-84)
	FAR 52.236-10	47. Operations and Storage Areas (04-84)
	GSAR 552.236-80	48. Heat (04-84)
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	FAR 52.236-13	51. Accident Prevention (11-91) Alt I (11-91)
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	GSAR 552.246-	56. Final Inspection and Tests (09-99)

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	GSAR 552.246-75	58. Guarantees (05-89)
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	FAR 52.225-13	60. Restrictions on Certain Foreign Purchases (06-08)
	FAR 52.247-63	61. Preference for U.S. - Flag Air Carriers (06-03)
	FAR 52.247-64	62. Preference for Privately Owned U.S. - Flag Commercial Vessels (06-03)
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	FAR 52.222-15	81. Prohibition of Segregated Facilities (02-99)
	FAR 52.222-21	82. Equal Opportunity (03-07)
	FAR 52.222-26	83. Affirmative Action Compliance Requirements for Construction (03-07)
	FAR 52.222-27	84. Equal Opportunity for Special Disabled Veterans, Veterans of the World War II and other Eligible Veterans (09-06)
	FAR 52.222-35	85. Affirmative Action for Workers with Disabilities (06-98) Employment Reports on Special Disabled Veterans, Veterans of the World War II and Other Eligible Veterans (09-06)
	FAR 52.222-36	86. Notification of Employee Rights Concerning Payment of Union Dues (12-04)
	FAR 52.222-37	87. Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (09-06)
	FAR 52.222-39	88. Utilization of Small Business Concerns (05-04)
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	FAR 52.219-16	92.	Liquidated Damages --Subcontracting (01-99)
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ADJUSTMENTS	FAR 52.243-4	99.	Changes (06-07)
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***Note:** The following clauses are incorporated in full text because they contain approved Deviations to Federal Acquisition Regulation (FAR) language; contain information specific to the GSA Northeast and Caribbean Region procurements; or are otherwise unsuitable for incorporation by reference.*

123 INSURANCE REQUIREMENTS

In accordance with clause FAR 52.228-5, the following kinds and minimum amounts of insurance are required:

1. Worker's Compensation and Employer's Liability:

A. The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, worker's compensation shall be obtained without any deductibles. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least the following limits (and without a deductible) shall be provided,

Bodily Injury by Accident - \$100,000 each accident
 Bodily Injury by Disease - \$500,000 policy limit
 Bodily Injury by Disease - \$100,000 each employee

except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

B. Even though the laws of a State (such as NJ) might allow a contractor to be a non-subscriber to worker's compensation, contractor is required to carry and maintain worker's compensation insurance (without any deductibles) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy.

Employer's liability insurance coverage shall be as specified in A above.

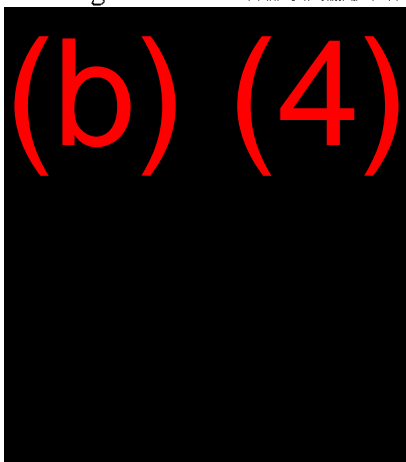
2. General Liability Insurance:

General liability insurance coverage written on the comprehensive form of policy, is required in the amount of \$500,000.00 per occurrence for bodily injury, and \$50,000 per occurrence for property damage. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$10,000 for property damage

3. Automobile Liability Insurance:

A minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage provided for automobile liability insurance coverage written on the comprehensive form of policy, covering the operation of all automobiles used in connection with performing the contract is required. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$2,000 for property damage.
 Additional Insurance Requirements:

- a. The contractor shall name the as additional insured on their Comprehensive General Liability Insurance Policy for this project with respect to any liability arising from the work of this contract the following:



- b. The policy shall be endorsed waiving the contractor's and the insurance companies rights of subrogation against GSA or any of the subconsultants named above

Indemnification:

The contractor shall indemnify and hold harmless the GSA and all subconsultants named above from and against any and all claims, demands, suits, damages, costs and expenses (including reasonable attorney's fees) arising out of or in any way related to a breach of the Contractor's agreement with the GSA or any personal injury or property damage that may arise out of or a result from the acts or omissions of the Contractor in performing the work.

124. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base

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offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

125. GSAR 552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

126. Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information

In accordance with GSA Order PBS3490.1A, this clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers, and manufacturers.

(a) *Marking SBU.* Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the contracting officer may direct the contractor, as specified

elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) *Authorized recipients.* Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

(c) *Dissemination of SBU building information:*

(1) *By electronic transmission.* Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS

PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the Central Contractor Registration (CCR) database at www.ccr.gov that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

(2) *By nonelectronic form or on portable electronic data storage devices.* Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents.

(i) *By mail.* Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

(ii) *In person.* Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.

(3) *Record keeping.* Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections (c) (1) and (c) (2) of this clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and

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limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once work is completed, or for leased space with the submission of the "as built" drawings, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the contracting officer. For federal buildings, final payment may be withheld until the lists are received.

(d) *Retaining SBU documents.* SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

(e) *Destroying SBU building information.* SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, *or returned to the contracting officer*, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf. *If SBU building information is not returned to the contracting officer*, examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.

(f) *Notice of disposal.* The contractor must notify the Contracting Officer that all SBU building information has been destroyed, *or returned to the Contracting Officer*, by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the contracting officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Contracting Officer at the completion of the lease term.

(g) *Incidents.* All improper disclosures of SBU building information must be immediately reported to the contracting officer at General Services Administration, Attn: Brian Burns (b) (6), 26 Federal Plaza, (b) (6) New York, NY 10278. If the contract provides for progress payments, the contracting officer may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

(h) *Subcontracts.* The Contractor must insert the substance of this clause in all subcontracts.

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ARCHITECT/ENGINEER CONTRACT CLAUSES

2. FAR 52.252.2 Clauses Incorporated by Reference (02-98) This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and www.arnet.gov/GSAM/gsam.html.

The following clauses are incorporated by reference:

<u>NO</u>	<u>CLAUSE</u>	<u>TITLE</u>
2	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
3	52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
4	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
5	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OF PRICING DATA - MODIFICATIONS (OCT 1997)
6	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
7	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING (APR 2008)
8	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APR 2009)
9	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
10	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALT I (JUL 1995)
11	52.227-3	PATENT INDEMNITY (APR 1984)
12	52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
13	552.227-71	DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT (MAY 1989)
14	52.233-3	PROTEST AFTER AWARD (AUG 1996)
15	52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
16	52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
17	52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)
18	52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT- ENGINEER SERVICES) (AUG 1998)
19	52.248-2	VALUE ENGINEERING - ARCHITECT-ENGINEER (MAR 1990)
20	52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
21	15.406-2	CERTIFICATE OF CURRENT COST OR PRICING DATA
22	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 84)

ARRA CLAUSES:

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

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(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

[End of clause]

52.244-6 Subcontracts for Commercial Items (Mar 2009)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)52.204-11 American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

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(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

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(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

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(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

52.215-2 AUDIT AND RECORDS-NEGOTIATION (MAR 2009) ALTERNATE I

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

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(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to--

- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

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(end of clauses)52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements (MAR 2009)

(a) Definitions. As used in this clause—

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Domestic construction material means— (1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

Foreign construction material means a construction material other than a domestic construction material.

Free trade agreement (FTA) country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Recovery Act designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic

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of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

Recovery Act designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

WTO GPA country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a – 10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

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(ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

NONE

[Contracting Officer to list applicable excepted materials or indicate "none".]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	UNIT OF MEASURE	QUANTITY	COST (DOLLARS)*
<u>Item 1:</u>			
Foreign construction material			
Domestic construction material			
<u>Item 2:</u>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

* Include all delivery costs to the construction site.

(End of clause)

52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)

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(a) Definitions. "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "Recovery Act designated country construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding;
or
(ii) May be accepted if revised during negotiations.

(End of provision)

552.232-70 Invoice Requirements (Sep 1999)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

NOTE: The ACT number has been replaced by the Accounting Document Number (ADN). The ADN must be listed on all invoices in order to ensure proper payment. The ADN for this contract is PN0B00534. This number must appear on all invoices submitted throughout this project.

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

American Recovery and Reinvestment Act of 2009 - This requirement will result in a Recovery Act funded contract. The contract action will identify all Contract Line Items (CLINs) to be invoiced against. All invoices must cite the appropriate CLIN to enable the required agency obligation and expense reporting to Recovery.gov.

A properly executed invoice must show the name of the business concern and invoice date, the Contract Number, the Order number, if applicable, the contract ADN, and the corresponding Recovery Act CLIN.

The GSA Form 2419, Certification of Payment to Subcontractors and Suppliers, should also be submitted with each progress payment request. The GSA Form 1142, Release of Claims is required to be submitted only on the Final Payment request. (End of Clause)

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SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL:

1.01 Requirements of the contract include furnishing all labor and materials and performing all work for the Bridging Design/Build Renovations project at the Peter W. Rodino Federal Building in Newark, New Jersey.

1.02 CLAUSES AND PROVISIONS (Phase 2)

A. The designations FAR and GSAM in the clauses and provisions refer to the regulations which provide for their use. FAR refer to the Federal Acquisition Regulation and GSAM refers to the General Services Acquisition Manual. The FAR is published in Title 48 of the Code of Federal Regulations, Chapter 1 (48 CFR 1). The GSAM appears in Chapter 5 of Title 48 (48 CFR 5). Occasionally, the term "Alternate" appears in a title. This term reflects the selected alternate wording of the particular clause or provision which appears in the FAR or GSAM. When "Deviation" appears in a title, the clause or provision represents an approved deviation from the referenced regulation.

B. For the purpose of this contract, references in the technical specifications to the term "Special Conditions" or "Supplementary Conditions" refer to Section 00800, Supplementary Conditions; Section 00120, Supplementary Instructions to Bidder.)."

1.03 AVAILABILITY OF FUNDS: Award of this contract and/or all related options is dependent upon availability of funds.

552.232-73 Availability of Funds. (Sept 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

(End of clause)

PART 2 BONDS AND INSURANCE:

2.01 BONDS AND INSURANCE: Refer to the following clauses:

a) Clause - "Bid Guarantee," Clause No. 20, FAR 52.228-1 and "Payment and Performance Bonds-Construction," FAR 52.228-15

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- b) Clause - "Insurance -- Work on a Government Installation" - FAR 52.228-5

2.02 INSURANCE CERTIFICATION:

The certification of insurance shall be submitted within 14 calendar days after receipt of notice of award.

THE CONTRACTOR'S GENERAL LIABILITY COVERAGE SHALL ENCOMPASS LIABILITIES ARISING FROM WORK WITH ASBESTOS AND OTHER HAZARDOUS MATERIALS COVERED UNDER THE CONTRACT. THE GOVERNMENT WILL NOT INDEMNIFY THE CONTRACTOR AGAINST SUCH RISK.

PART 3 PERFORMANCE: (Phase 2)

3.01 FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984):

The Contractor shall be required to:

- (a) Commence work under this contract within 1 calendar day after the Contractor receives the Notice to Proceed.
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than 1699 calendar days after the Contractor receives the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

3.02 TIME EXTENSIONS:

(a) Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

- (b) Time extensions for Unusually Severe Weather

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". FAR 52.236-3. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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(a) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(b) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

January	February	March	April	May	June	July	August	September	October	November	December
10	8	7	6	5	6	5	4	6	5	5	11

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

PART 4. EMPLOYMENT PRACTICES:

4.01 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Trades	Goals for minority Participation for each trade	Goals for female Participation for each trade
Electricians	9.0 to 10.2	6.9
Carpenters	27.6 to 32.0	6.9
Steam Fitters	12.2 to 13.5	6.9

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Metal Lathers	24.6 to 25.6	6.9
Painters	26.0 to 26.6	6.9
Operating Engineers	25.6 to 26.0	6.9
Plumbers	12.0 to 14.5	6.9
Iron Workers (Structural)	25.9 to 32.0	6.9
Elevator Constructors	5.5 to 6.5	6.9
Bricklayers	13.4 to 15.5	6.9
Asbestos Worker	22.8 to 28.0	6.9
Roofers	6.3 to 7.5	6.9
Iron Worker (Ornamental)	22.4 to 23.0	6.9
Cement Masons	23.0 to 27.0	6.9
Glazers	16.0 to 20.0	6.9
Plasters	15.8 to 18.0	6.9
Teamsters	22.0 to 22.5	6.9
Boilermaker	13.0 to 15.5	6.9
All Other	18.4 to 17.5	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any

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construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is San Juan, Puerto Rico.

(End of provision)

PART 5. 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION. (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (b) (4) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

PART 6. PROMPT PAYMENT:

(a) Payment meetings will be held each month with the Government representative, prior to the submission of the contractor's progress payment request/invoice. The contractor shall attend the meetings. These meetings may be conducted in person or by telephone. The purpose of the payment meetings is to enable the contractor and the Government representative to discuss the amount of the upcoming payment and to reach agreement on the amount thereof. The meetings will enable payments to be made promptly and within the dates established in the contract.

(b) The Contractor shall submit payment requests/invoices to the Contracting Officer, with a copy to the COR or, where a contract is being administered with the assistance of a CQM or CM contractor, a copy to such contractor. Mail to the addresses indicated in the contract (separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments):

Brian Burns
 Contracting Officer (CO)

Ilana Hellmann
 Contracting Officer's Representative

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General Services Administration, PBS
 Design and Construction Division (b) (6)
 26 Federal Plaza (b) (6)
 New York, New York 10278

General Services Administration, PBS
 Design and Construction Division (b) (6)
 26 Federal Plaza, (b) (6)
 New York, NY 10278

The Construction Manager (CM) is the professional services contractor selected to assist the Contracting Officer. The CM provides management, technical, administrative, and quality control services to assist the Government in meeting goals relating to schedule, budget, scope and quality. The CM will inspect the Contractor's workmanship, materials, and equipment for conformity with the requirements of the contract documents, subsequent contract modifications, and approved submittals. The CM firm for this project will be:

Bovis Lend Lease
821 Alexander Road
Princeton, New Jersey 08540-6303

(c) The contractor must submit a certification of progress payments (GSA Form 2419) with its payment request/invoice.

PART 7. EMPLOYMENT OF ILLEGAL ALIENS:

Each employee of the Contractor on a Government site shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form I-5 1, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

PART 8. WORKING HOURS:

A. Normal Working Hours are between 08:00 AM to 05:00 PM, Monday through Friday.

All work shall be performed during Normal Working Hours except as noted herein:

(1) All work which requires the shutdown of electrical service, telecommunications, security systems, fire protection, emergency generator service, HVAC systems or any other utilities serving occupied areas of the existing port, shall be performed during a time frame approved by the Contracting Officer or designated representative.

B. Performance of work during normal and other than normal working hours shall not interfere with Government Operations.

C. The Contractor shall give the Contracting Officer or his designated representative forty-eight (48) hours notice for work, which is to be performed which may affect operations of the existing facility. The notice shall describe the nature of the work to be performed, the system(s) of the building affected by such work, and the day(s) and time(s) that the work will be performed.

E. Costs for work performed during other than normal working hours shall be included in the base bid and shall not constitute a basis for extra cost to the Government. No time extension shall be permitted as a result of the other than normal working hours requirements. The requirement to perform any work during other than normal working hours as provided in paragraph "A" above, or a direction of the Contracting Officer to perform work during other than normal working hours as provided in paragraph "A" above, shall not be deemed a suspension, delay, or interruption of work.

PART 9. 52.244-2 SUBCONTRACTS. (June 2007)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

PART 10. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (Sept 2007)

(a) *Definitions.* As used in this clause—

“Agency” means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit.

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This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.*

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(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

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(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000. (End of clause)

Part 11. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's

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implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

PART 12. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.

(If none, insert "None")

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the

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Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in

connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers

or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping

container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

PART 13 :52.209-5 Certification Regarding Responsibility Matters.

As prescribed in 9.104-6, insert the following provision:

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

2) 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

As prescribed in 9.409(b), insert the following clause:

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

PART 14 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
 - (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
 - (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.
- (End of clause)

Part 15 FAR 52.242-13 BANKRUPTCY (Jul 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for

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administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (end of clause)

PART 16. DELAY CLAIMS UNACCEPTABLE WITH REGARD TO EARLY CONTRACT COMPLETION

Under no circumstances shall the Government be held liable for delays which prevent the contractor from completing the work called for under this contract prior to the end of the performance period established in Specification Section 00800, Part 3, Performance, 3.01 of this solicitation.

PART 17. PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION

The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting officer or the Agency Protest Official for GSA.

A protest filed with the General Services Administration (GSA) must:

Indicate that it is a protest to the agency.

Be filed in writing with the Contracting officer

State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

Include the information required by FAR 33.103(d)(2).

Name, address, fax number and telephone number of the protestor.

Solicitation or contract number

Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

Copies of relevant documents.

Request for a ruling by the agency.

Statement as to the form of relief requested.

All information establishing that the protestor is an interested party for the purpose of the filing a protest.

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All information establishing the timeliness of the protest.

An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA Decide the protest.

The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appears from the Contracting Officer's decision on an agency protest.

The deciding official must conduct a scheduling conference with the protestor within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conferences, depending on availability of the necessary parties.

Oral conferences may take place either by telephone or in person. Other parties (e.g. representatives of the program office) may attend at the discretion of the deciding official.

The protestor has only one opportunity to support or explain the substance of its protest. GSA procedures do not provide for any discovery. The deciding official may request additional information from either the protestor or the agency. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

GSA will stay the award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

PART 18. COMPETENCY OF SUBCONTRACTORS:

(a) The Contractor shall not award any subcontract for the performance of any of the work described in subparagraph (d) below prior to review and approval by the Contracting Officer. Unless otherwise noted, the Contracting Officer shall review the qualifications of any such proposed subcontractor within fourteen (14) calendar days after the Contracting Officer has received the qualifications of such proposed subcontractor, as submitted by the Contractor in accordance with these specifications.

(b) The qualifications of subcontractors proposed by the Contractor for the performance of any of the work described in subparagraph (d) below shall comply with all requirements contained in the applicable Specification Section(s), and shall be submitted by the Contractor to the Contracting Officer **at least fourteen (14) calendar days** prior to the contractor entering into a particular subcontract. The proposed subcontractor may be rejected by the contracting Officer if the proposed contractor does not

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meet the qualification requirements as provided in the applicable Specifications Section(s), has established on any former job, either Government, municipal, or commercial, a record for unsatisfactory performance, has repeatedly failed to complete contracts awarded to them within the contract time, or otherwise fails to meet the specified competency requirements.

(c) In the event the Contractor elects to divide the work described in a single Specification Section among multiple subcontractors, fabricators or installers, where such division is not prohibited by this Specification, the competency requirements included in the applicable Specification Section(s) shall apply to each particular subcontractor, fabricator, or installer individually, with respect to the portion of the work to be performed by that particular subcontractor, fabricator, or installer.

(d) Applicable Specification Sections:

ALL applicable sections where qualifications are specified.

(e) Nothing in these specification relating to the Government's approval of any subcontractor shall relieve the Contractor from exercising due care in the selection and hiring of any subcontractor. The Contractor hereby agrees to indemnify and hold the Government harmless from any cost, claim, loss, expense, or liability with respect to acts or omissions of any subcontractor, and from any negligence of the Contractor in hiring any subcontractor.

PART 19. Security Requirements – 52.204-9 “Personal Identity Verification of Contractor Personnel” & GSAM 552.237-71 “Qualifications of Employees” are applicable to this section.

The contractor must abide by all HSPD-12 or latest updated security requirements during the contract duration.

Compliance with Security Requirements:

- (a) The contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed
- (b) When a Physical Access Control system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

Identification Credential:

- (a) When GSA initiates a minimum of a National Agency Check with Written Inquiries (NACI) and receives a favorable initial suitability determination, the contractor shall be issued a Personal Identity Verifications (PIV) credential permitting regular access to the building(s) where work is being performed and regular access to IT systems as authorized.
- (b) Regular or Temporary Employees with credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar credentials.
- (c) All Contractor or subcontractor employees possessing credentials shall visibly display their credentials at all times while in the building(s) where work is being performed.
- (d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will not longer be providing service under the Contract at the building(s) covered by the credential.

- (e) The Contractor shall notify the Government when credentials are lost. If the Contractor is determined to be negligent, the Contractor shall be responsible for reimbursing the Government for its cost in issuing a replacement credential.

Standard of Conduct:

- (a) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

Removal from Contract Work:

- (a) As provided in the GSAM clause at 552.237-71, entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- (b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- (c) Where a contractor employee is granted a preliminary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the contractor employee's removal from the work site and from other work in connection with the Contract.
- (d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

Sensitive but Unclassified (SBU) Building Information:

- (a) Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis.

Suitability Determinations:

- (a) All contract employees requiring routine unescorted access to a Federally-controlled facilities and or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Upon receipt of a favorable pre-employment check and prior to the time that a favorable suitability determination is completed, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.
- (c) Contract employees working less than 6 months (Temporary Contractors) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Contractors will be required to comply with normal facility access control procedures, including sign in, temporary badging, and escorted entry, as applicable. Temporary Contractors who require routine access to

GSA facilities for less than 6 months will require at a minimum a law enforcement check to receive unescorted access.

- (d) Temporary Contractors who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.
- (e) The Government, at its sole discretion, may grant preliminary suitability determinations to Regular or Temporary Contractors. However, the granting of a preliminary suitability determination to any such employee shall not be considered as assurance that a final favorable suitability determination will follow.
- (f) The Contractor Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such completed forms to be returned to the government for processing not later than 14 days following being provided by the Government.
- (g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

PART 20 PROJECT LABOR AGREEMENT

Project Labor Agreement (PLA)

(a) As specified elsewhere in this solicitation, an offeror may, but is not required to, submit an offer (or an alternate offer) subject to the Project Labor Agreement (PLA) requirements of this section. The requirements of this section shall be binding on any Contractor whose offer, if accepted by the Government, was made subject to these PLA requirements. Conversely, the requirements of this section shall not be binding on any Contractor whose offer, if accepted by the Government, was not made subject to these PLA requirements.

(b) *Definitions.*

As used in this clause—

"Labor Organization" means a labor organization as defined in 29 U.S.C. 152(5).

"Project Labor Agreement" (PLA) means a pre-hire collective bargaining agreement with one or more Labor Organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

(c) *Requirement for PLA.* If its proposal was submitted subject to the PLA requirements of this section, the Contractor agrees to bargain in good faith with all Labor Organizations having jurisdiction over work included in the Contract and to enter into a PLA that will govern the performance of all construction work by the Contractor and its subcontractors under this Contract.

(d) Within 45 days following award, or such other time as agreed to by the Contracting Officer, the Contractor shall furnish the Contracting Officer with an executed PLA meeting the minimum requirements, and containing the mandatory terms, of this section. The Contractor shall not be entitled to issuance of Notice to Proceed until it has furnished such evidence of an executed PLA.

(e) *Minimum PLA Requirements.* At a minimum, the PLA shall:

- (1) Bind the Contractor and all of its subcontractors on the construction project through the inclusion of appropriate specifications in all relevant solicitation provisions and contract documents;
- (2) Allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
- (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
- (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the PLA;
- (5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health;
- (6) Fully conform to all statutes, regulations, and Executive orders;
- (7) Establish wage rates applicable for the duration of the PLA, regardless of whether corresponding collective bargaining agreements expire; and
- (8) Not include terms otherwise in conflict with the terms of this Contract.

(f) *Mandatory PLA Terms.* In addition, the PLA shall include the following terms, or substantially identical language as approved by the Contracting Officer:

(1) "During the term of this PLA, there shall be no strikes, pickets, work stoppages, slow downs or other disruptive activity for any reason by Labor Organizations or their members, and there shall be no lock out by the Contractor or its subcontractors. The Labor Organizations agree that they shall not incite or encourage participation in any such disruptive activity and shall undertake all reasonable means to prevent or terminate it."

(2) "This PLA supersedes any other collective bargaining agreement that may conflict or differ from the terms of this PLA. In the event of a conflict between the terms of this PLA and any collective bargaining agreement, this PLA shall govern. If any collective bargaining agreement contains provisions that are not covered by this PLA, such collective bargaining agreement provisions shall bind the parties to the collective bargaining agreement and the employees covered thereby."

(3) "Deductions for Labor Organization dues, if any, by employees who are not members of Labor Organizations shall not be more than an amount necessary to cover the Labor Organization's costs of collective bargaining, contract administration, and grievance adjustment. Contributions to employee benefit funds of a Labor Organization from employees who are not members of that Labor Organization may be required only if, and to the extent that, the benefits immediately accrue to the direct benefit of such employees and do not require membership in the Labor Organization."

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(4) "Nothing in this PLA shall be deemed to limit a Contractor's or its subcontractors' right to reject proposed employees, provided that such right is exercised in good faith, or to use their own employees."

(5) "There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a Labor Organization."

(g) *Optional Terms.* The PLA may include additional terms addressing other matters of mutual benefit to the Contractor, its subcontractors, and the signatory Labor Organizations consistent with the efficient and timely performance of the work.



L.F. Driscoll



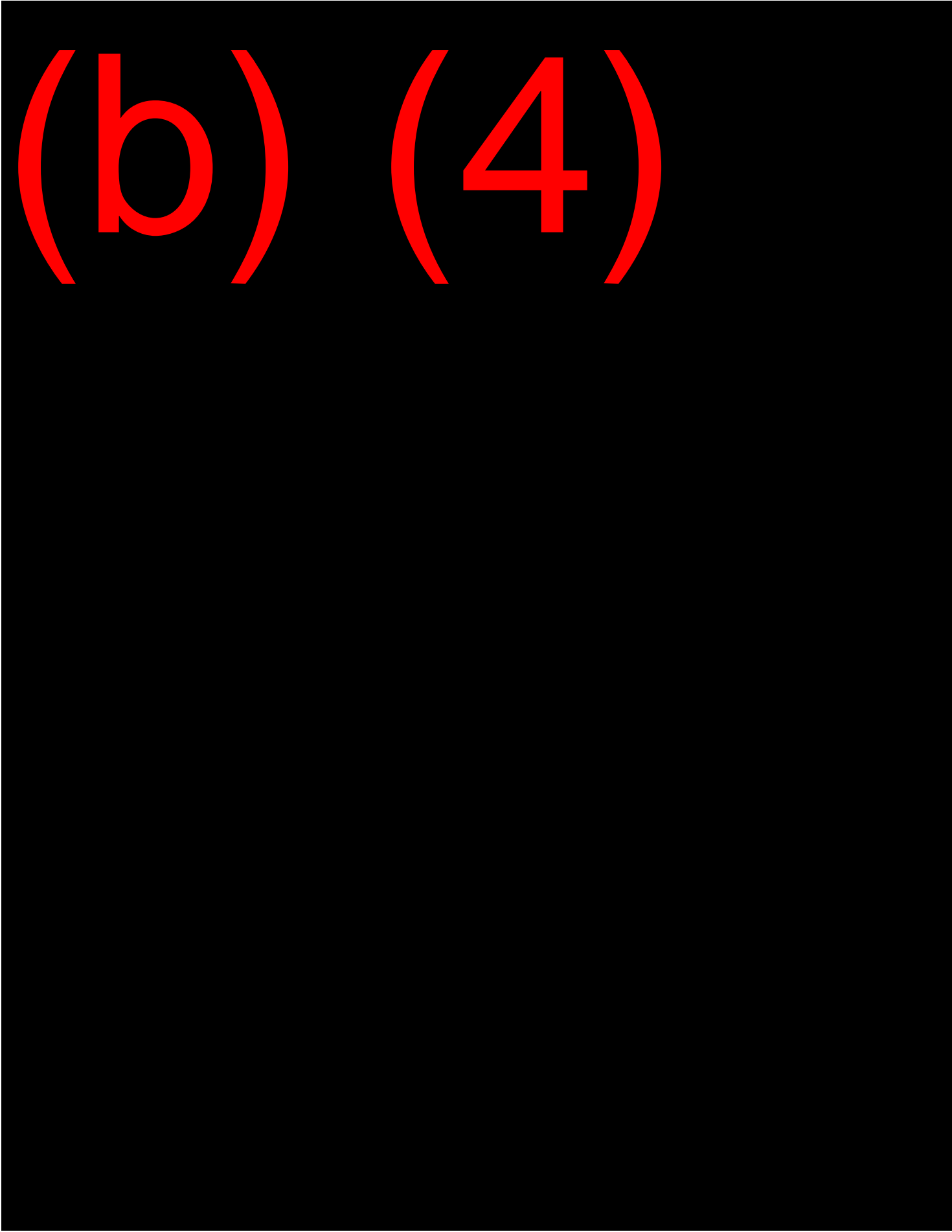
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Small Business Subcontracting Plan

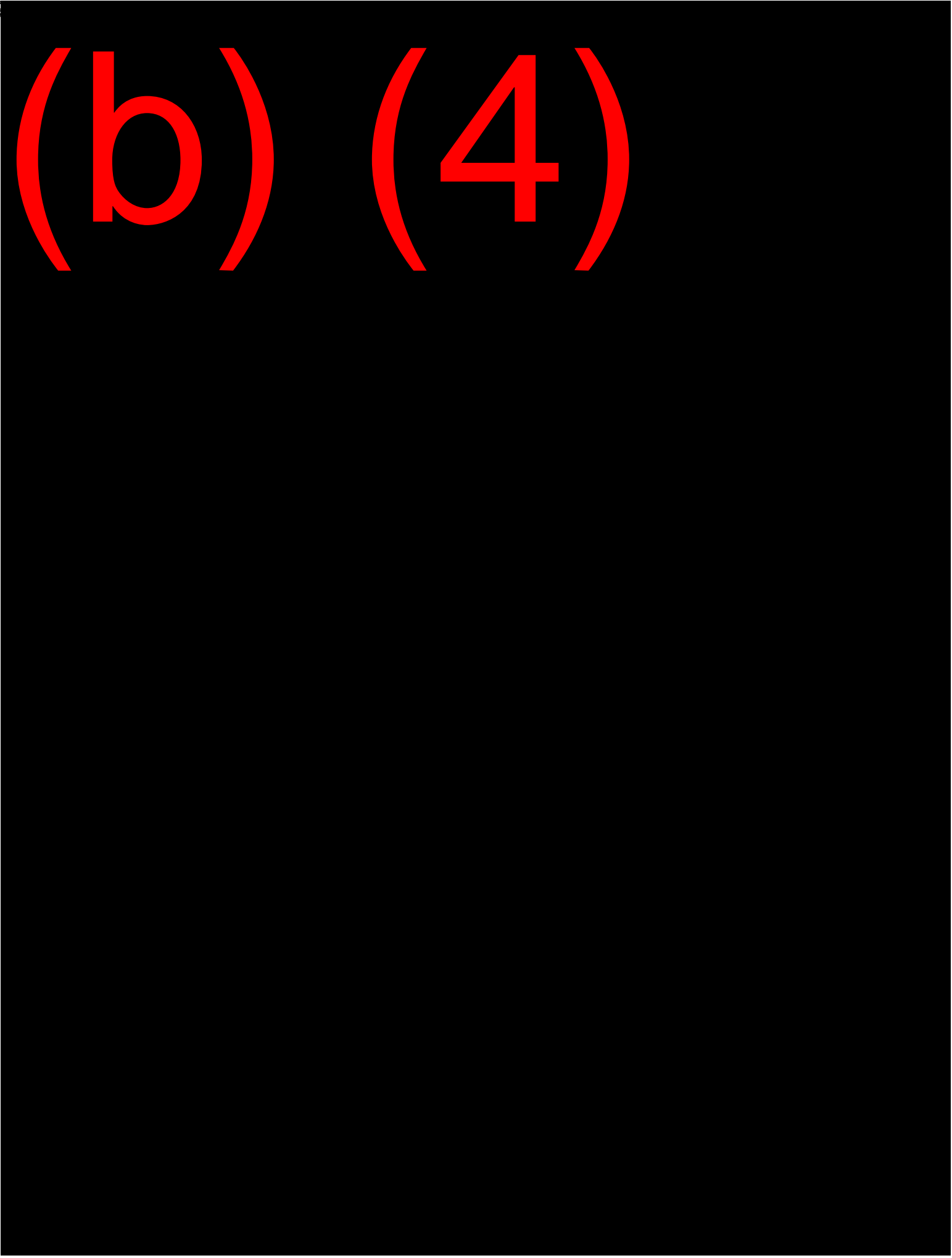
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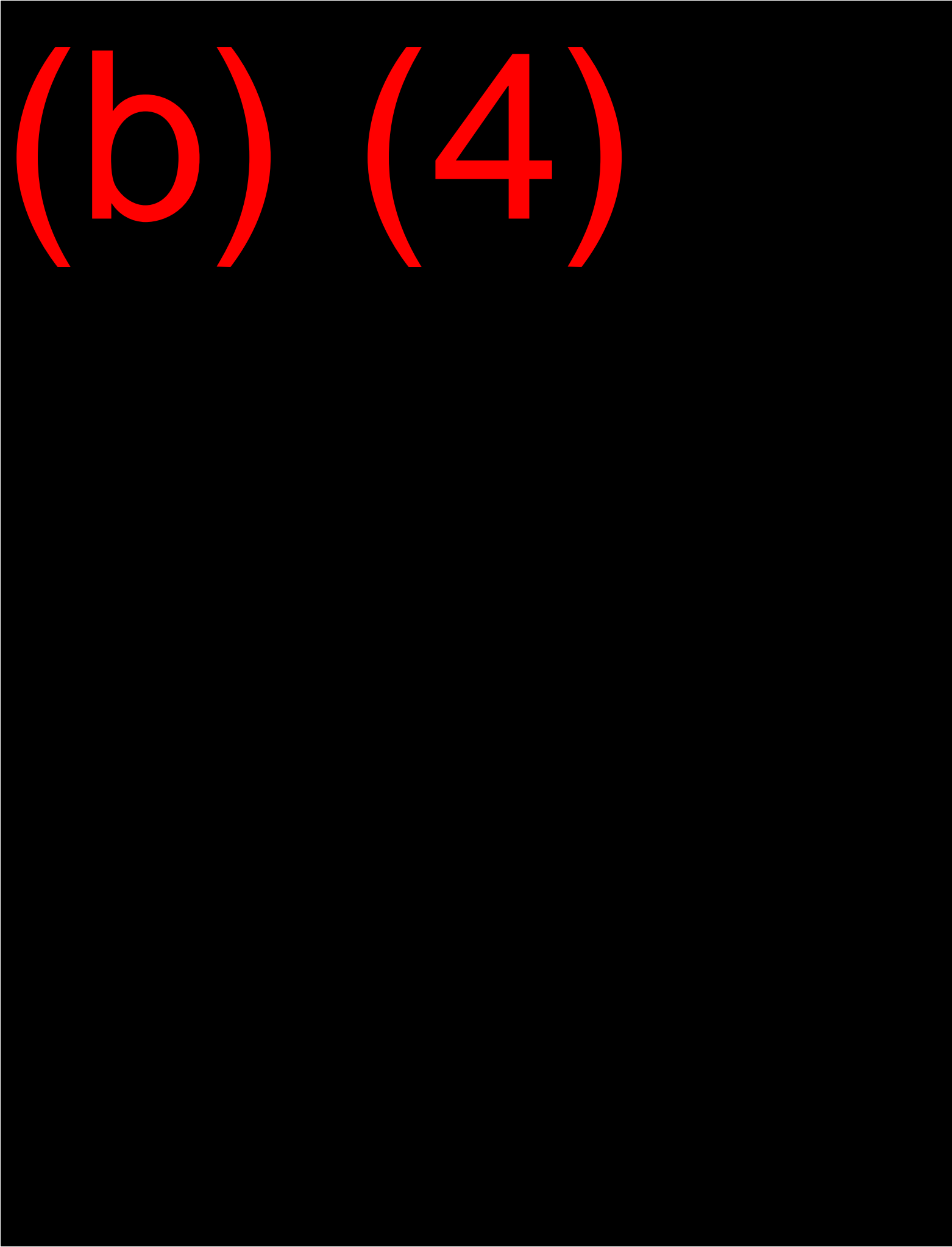
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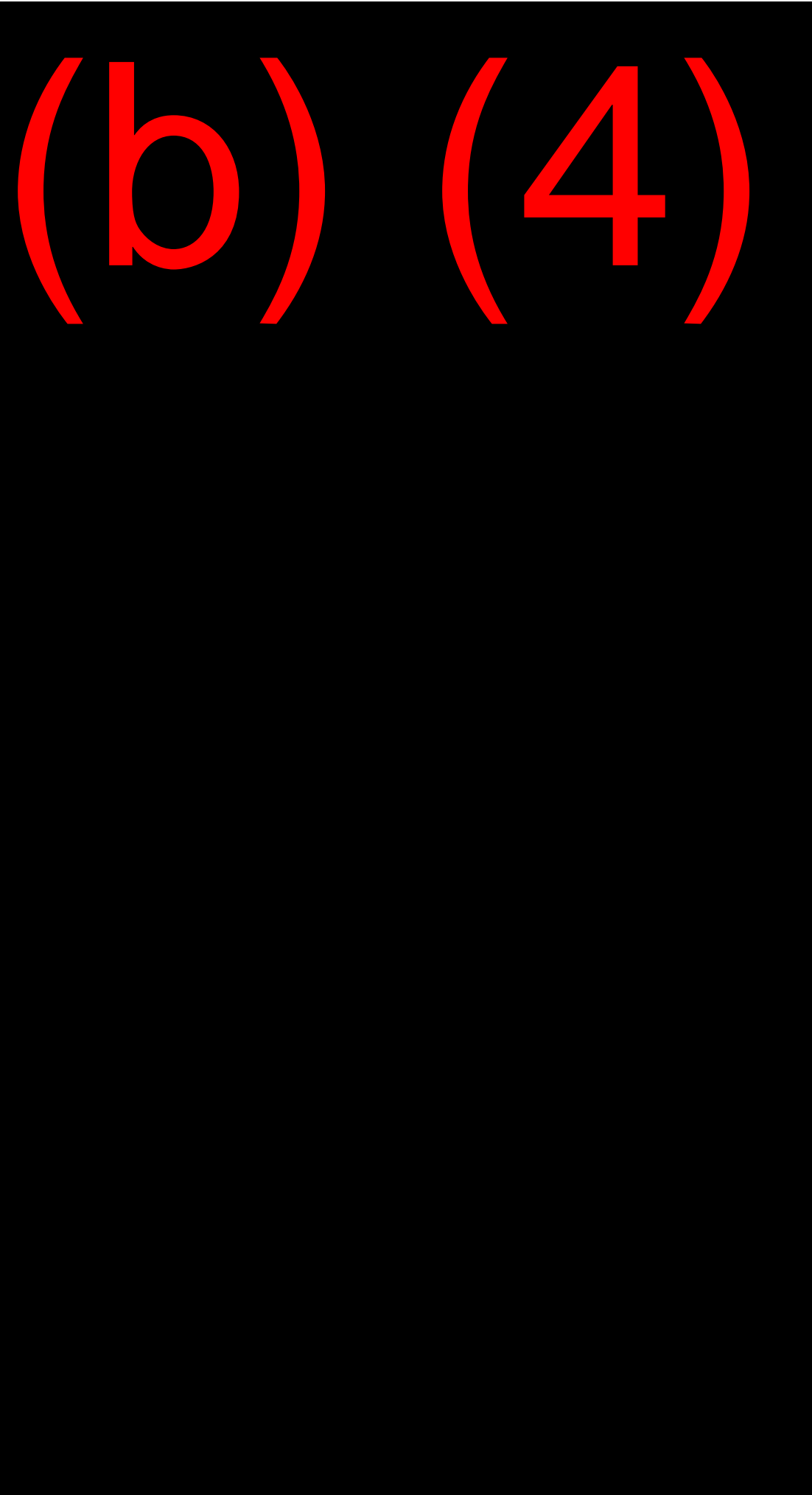
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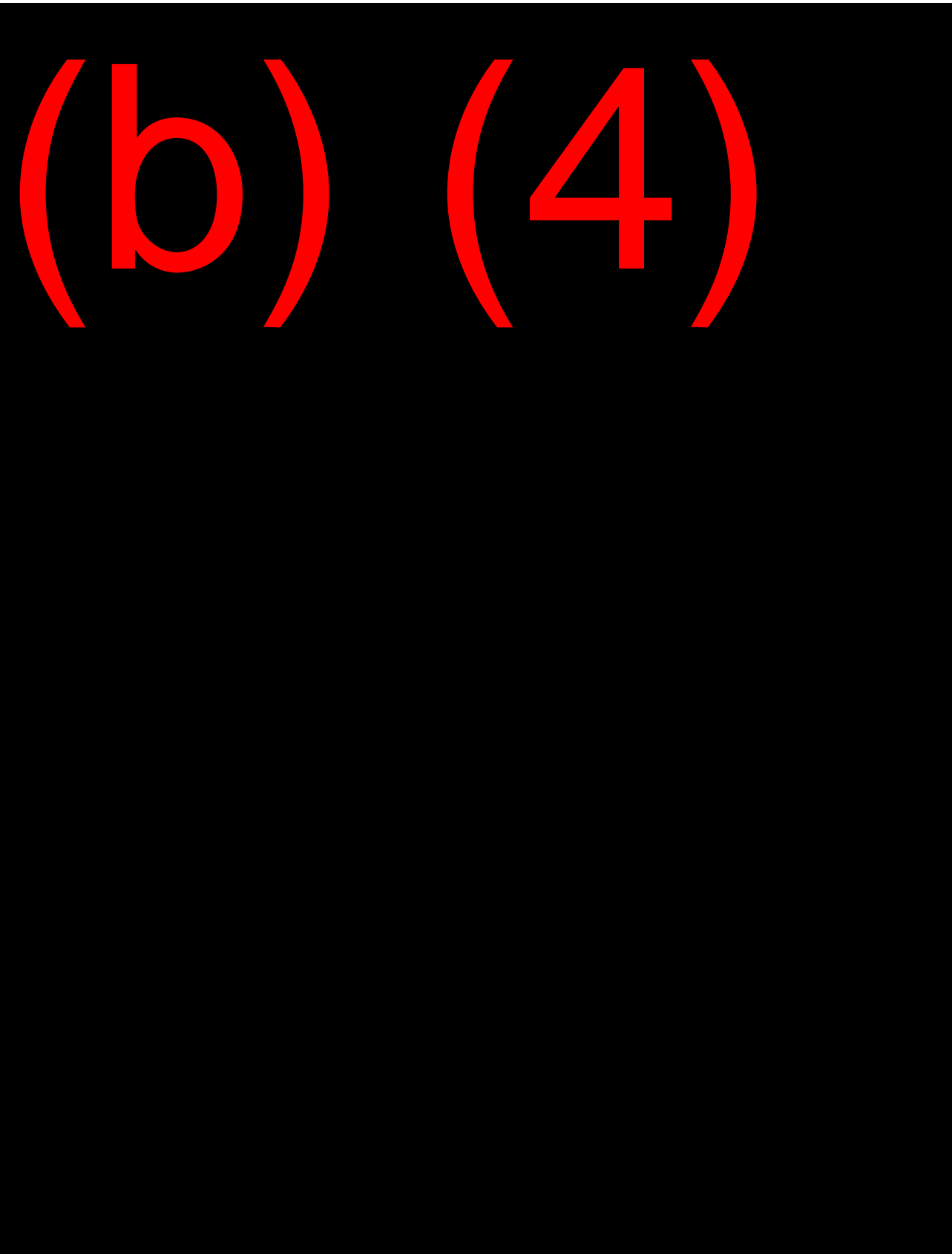
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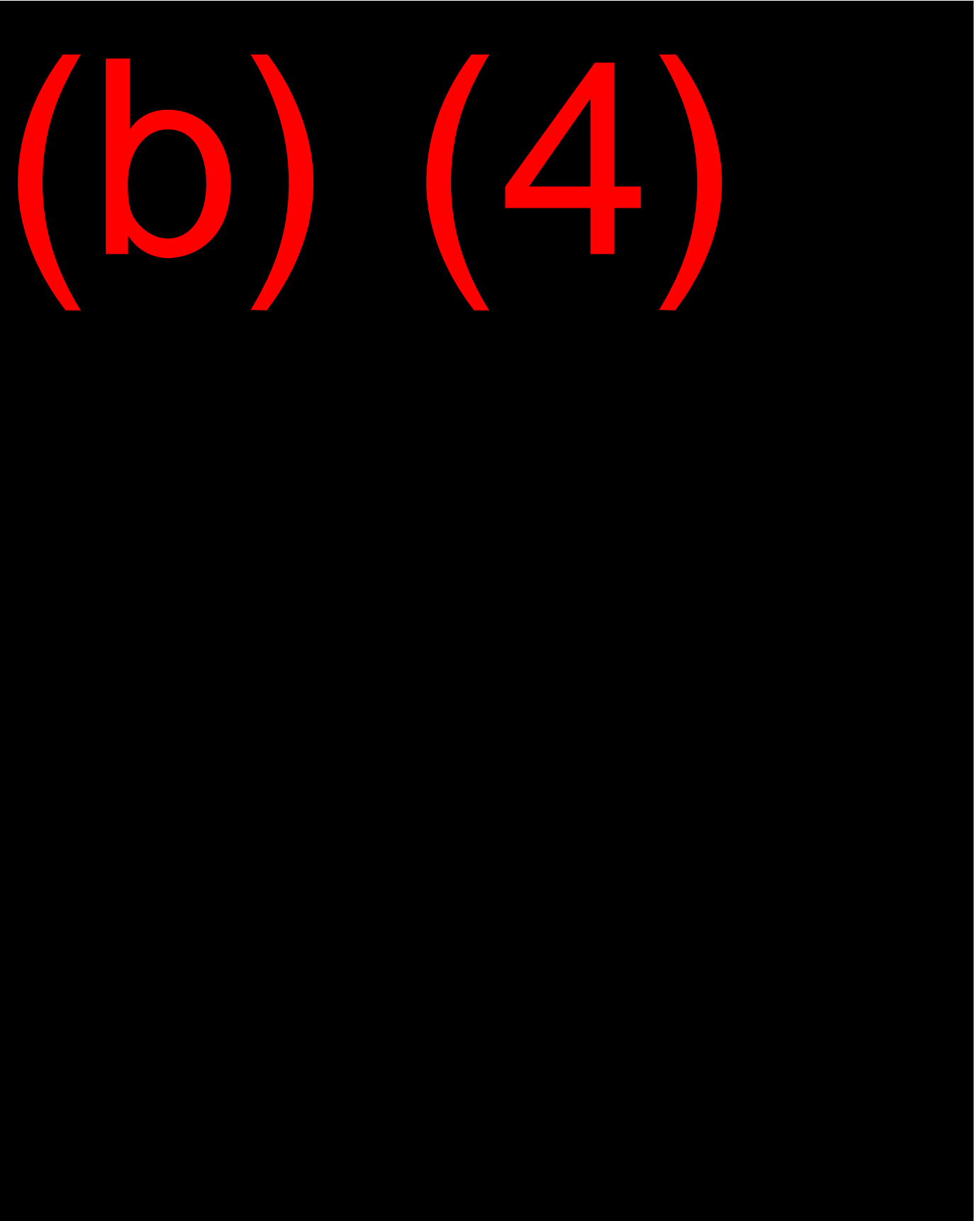
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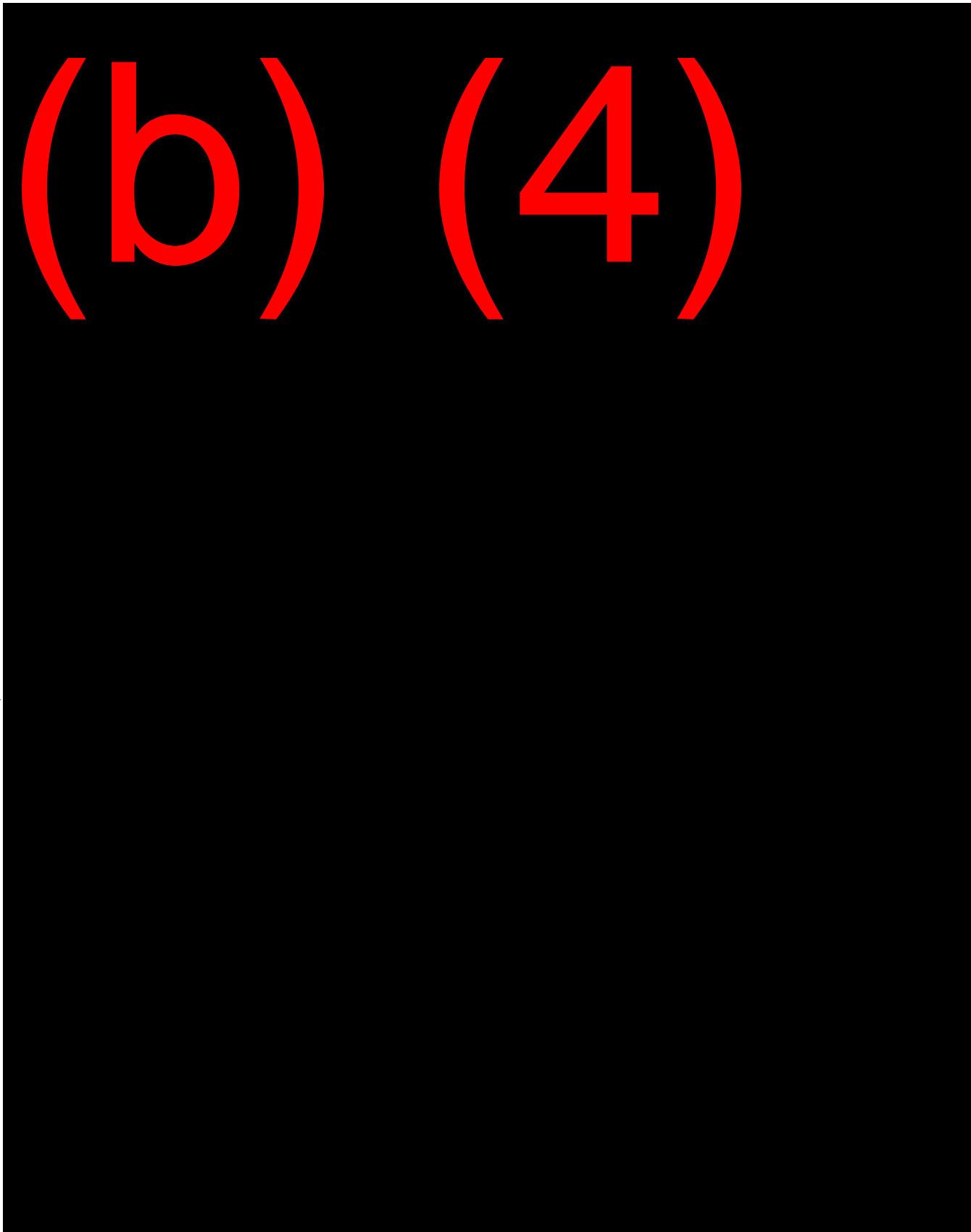
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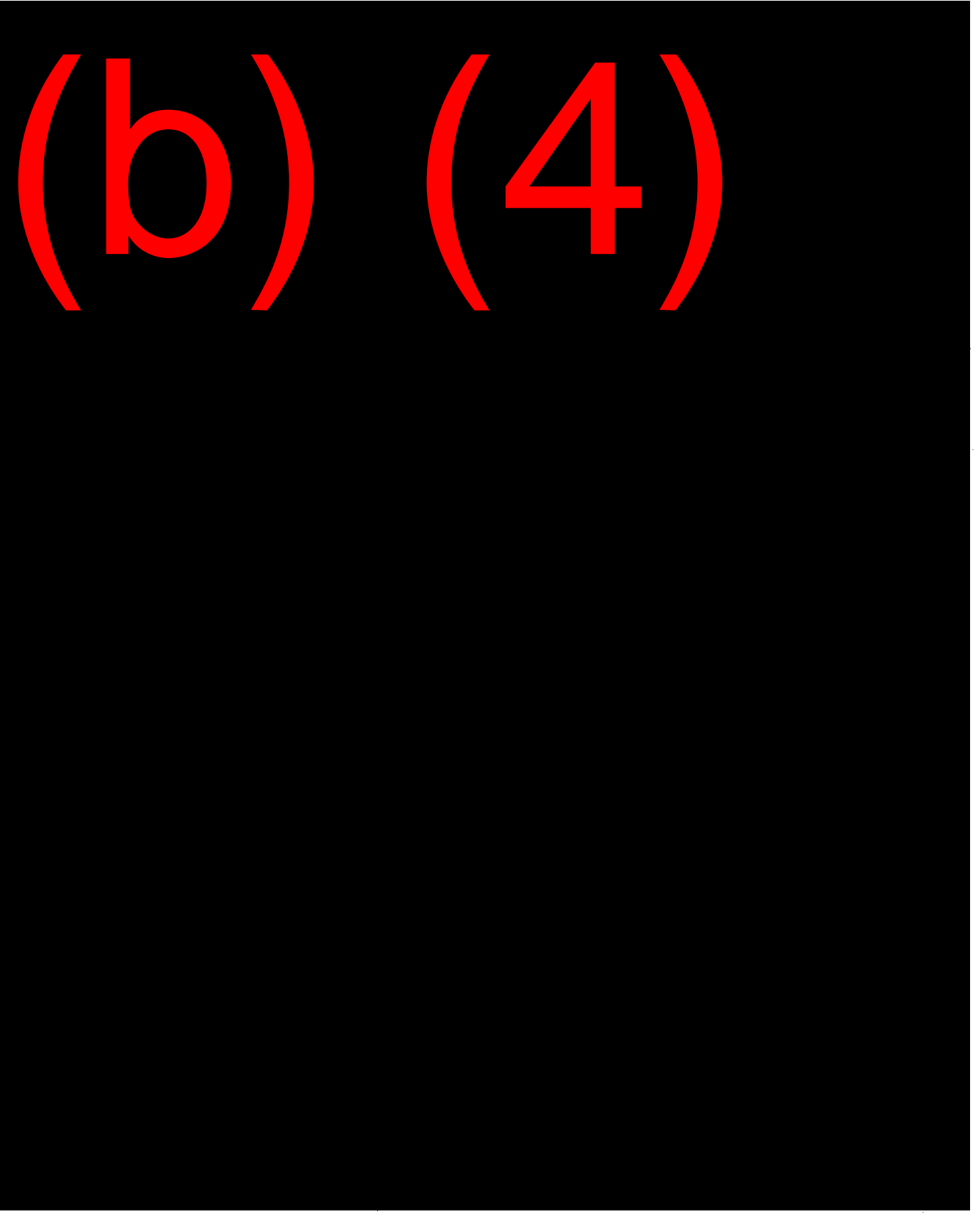
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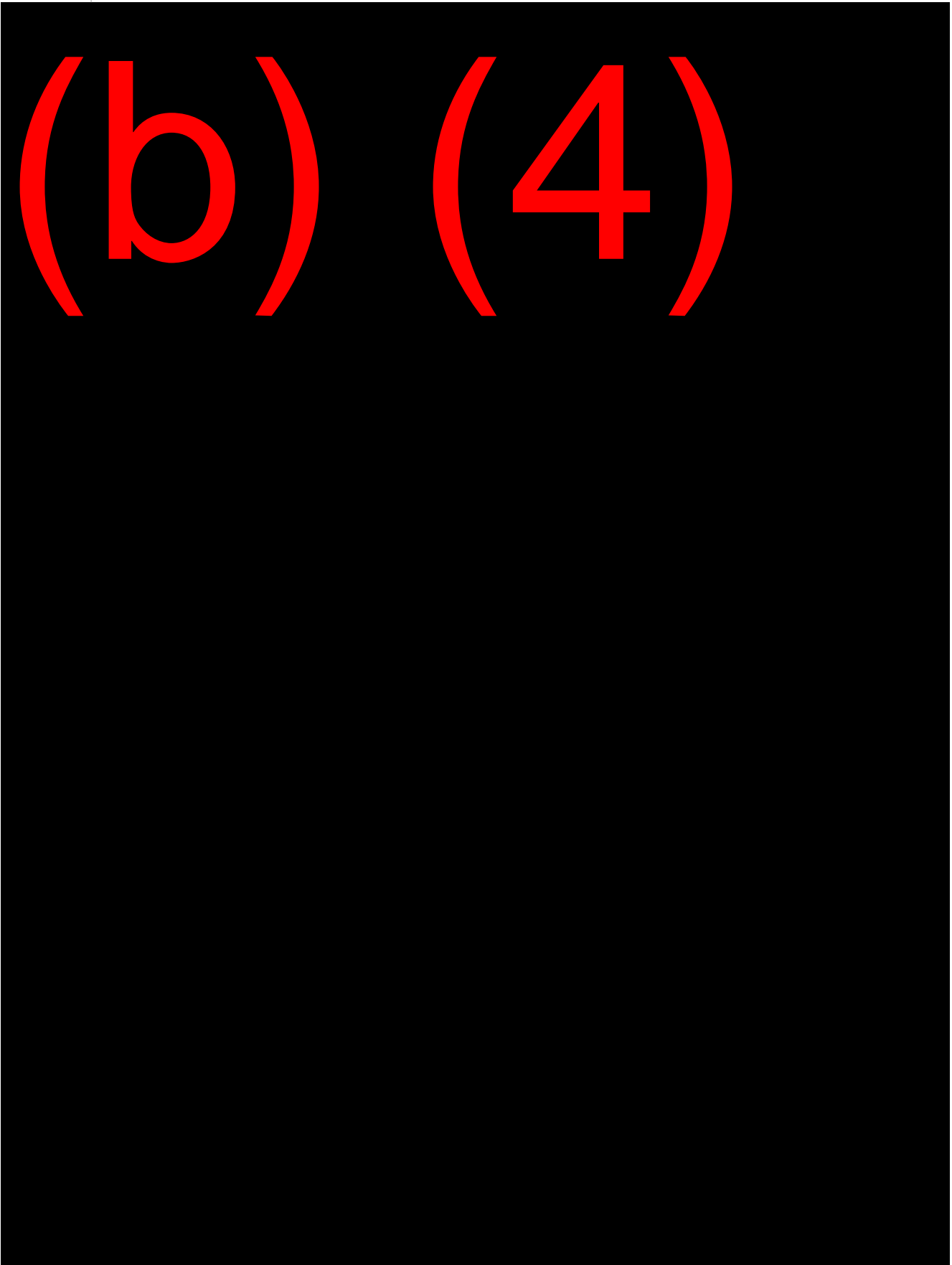
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